

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

DAN BUNKERING (AMERICA) INC.

Plaintiff,

V.

SWIBER MARINE MEXICO, S.A. DE  
C.V., RANGER OFFSHORE, INC.,  
*IN PERSONAM*  
AND M/V SWIBER ADA *IN REM*

Defendants.

CIVIL ACTION NO.: 4:20-cv-00321  
IN ADMIRALTY, Rule 9(h)(C)

## VERIFIED AMENDED COMPLAINT

Dan Bunkering (America) Inc., files its Verified Amended Complaint against *M/V Swiber Ada* (“the Vessel”) *in rem*, Swiber Marine de Mexico, S.A. de C.V., and Ranger Offshore, Inc., *in personam*, stating an admiralty and maritime claim pursuant to Rule 9(h) of the Federal Rules of Civil Procedure and Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims, and shows the following:

## I. JURISDICTION, VENUE AND PARTIES

1. Jurisdiction is proper in accordance with 28 U.S.C. §1333, Rule 9(h) of the Federal Rules of Civil Procedure, and Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims. Venue is also proper in this district in accordance with 28 U.S.C. §1391(b)(2) and (d) and Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims.

2. Plaintiff, Dan Bunkering (America) Inc. (“Dan Bunkering”) is engaged in the business of selling and supplying bunker fuel to vessels, and is incorporated under the laws of Texas, with its principal office at 840 Gessner, Suite 210, Houston, Texas 77024.

3. Defendant, Swiber Marine de Mexico S.A. de C.V. (“Swiber”) is the owner of the Vessel, and is incorporated under the laws of Mexico, with its principal office at Calle 2 Ote. Mz. G Lt. 2, Puerto Pesquero, Ciudad del Carmen, Campeche 24129, Mexico.

4. Defendant, *M/V Swiber ADA*, a Mexican flag offshore supply ship, IMO 9502154, Mexican flag (*matricula* 04023195324), registered in page No. 0082-CC-14 of the Mexican Maritime Registry Authority (*Registro Publico Maritimo Nacional*).<sup>1</sup>

5. Defendant, Ranger Offshore, Inc. (“Ranger”) is a charterer and operator, and is incorporated under the laws of Texas, with its principal office at 10370 Richmond Ave, Houston, Texas 77042.

6. Upon information and belief, the Vessel is or will soon be, within the jurisdiction of this Honorable Court.

## II. FACTUAL BACKGROUND

7. In the fall of 2018, Dan Bunkering entered into a bunker supply agreement with Ranger. Ranger ordered marine fuel from Dan Bunkering and failed to pay Invoice No. 61273 for \$405,999.01.<sup>2</sup> Pursuant to Bill of Lading No. 18/0075, on September 11, 2018, 80,600 gallons of fuel were delivered to and for the benefit of the Vessel.<sup>3</sup>

8. Both Swiber and Ranger benefited from the marine fuel consumed by the Vessel ordered by Ranger and sold by Dan Bunkering.

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<sup>1</sup> Certificate No. 142/2020 issued by the Mexican Maritime Registry Authority (*Registro Publico Maritimo Nacional*) with the name of the Vessel, “Swiber ADA” and its registered owner Swiber Marine Mexico, S.A. de C.V. (Exhibit 1).

<sup>2</sup> Invoice No. 61273 for \$405,999.01. (Exhibit 2).

<sup>3</sup> Bill of Lading No. 18/0075. (Exhibit 3).

9. Invoice No. 61273 for \$405,999.01 remains outstanding, plus all applicable fees, interest, and costs.

10. As a result of the foregoing, Dan Bunkering has a valid maritime lien against the vessel for the provision of necessities.

### **III. RULE C ARREST**

11. Pursuant to Rule C of the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions to the Federal Rules of Civil Procedure 46 U.S.C. § 31341, *et. seq.*, Dan Bunkering has a maritime lien against the Vessel for the amount of \$405,999.01 for provisions of necessities, specifically marine fuel, to the Vessel at the request of and upon order of her owner, which may be enforced by the *in rem* seizure of the Vessel, pursuant to Federal Rules of Civil Procedure Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims and Asset Foreclosure Actions. Therefore, Dan Bunkering requests that process in due form of law, according to the practices of this Court is issued against the Vessel, her engines, machinery, tackle, apparel, equipment, rigging, and all other necessary appurtenances, and freight, etc.

12. All the foregoing premises are true and correct and within the Admiralty and Maritime Jurisdiction of this Honorable Court.

WHEREFORE, Dan Bunkering (America) Inc. prays:

(1) That process in due form of law, according to the practice of this Court in cases of admiralty jurisdiction issue against the Vessel her engines, machinery, tackle, apparel, equipment, rigging, and all other necessary appurtenances, and freight, etc., Swiber and Ranger.

(2) That a judgment be entered in favor of Dan Bunkering (America) Inc. against the Vessel, her engines, machinery, tackle, apparel, equipment, rigging, and all other necessary appurtenances, and freight, etc., and judgement *in personam* against Swiber and Ranger;

- (3) That the Court retain jurisdiction over the Vessel, within the District in order to enter a judgment upon any decree in these proceedings;
- (4) That the “necessaries” provided by Dan Bunkering (America) Inc. declared to be a valid and subsisting lien upon the Vessel, her engines, machinery, tackle, apparel, equipment, rigging, and all other necessary appurtenances, and freight, etc., and all other equipment and necessities belonging and appurtenant thereto, which to the extent permitted by applicable law is prior and superior to other potential interest, liens or claims of any and all persons, firms or corporations whatsoever;
- (5) That Dan Bunkering (America) Inc. be awarded its attorneys’ fees and costs of this action; and
- (6) That Dan Bunkering (America) Inc. be granted all such other and further relief as equity, justice and the nature of this case will allow.

DATED this June 9, 2020.

**FOLEY GARDERE  
FOLEY & LARDNER LLP**

By: /s/ Anacarolina Estaba

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**ATTORNEYS FOR PLAINTIFF,  
DAN BUNKERING (AMERICA) INC.**

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

DAN BUNKERING (AMERICA) INC.

Plaintiff,

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Defendants.

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CIVIL ACTION.: 4:20-CV-00321  
IN ADMIRALTY, Rule 9(h)(C)

**VERIFICATION**

Pursuant to 28 U.S.C. § 1746, I declare as follows:

1. My name is Jim Feldtskov Behbahani Jensen. I am over the age of 21, of sound mind, and have never been convicted of a felony. I am the President and Managing Director for Dan Bunkering (America) Inc., Plaintiff herein.
2. I have read the foregoing Verified Amended Complaint and know the contents thereof.
3. Based upon my own personal knowledge and upon documents and correspondence kept in the ordinary course of business, the information contained therein is true and correct.
4. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 8<sup>th</sup> day of June 2020.



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Jim Feldtskov Behbahani Jensen,  
President and Managing Director

# **EXHIBIT 1**



## REGISTRO PÚBLICO MARÍTIMO NACIONAL



CERTIFICADO N° 142/2020

## Registro Público Marítimo Nacional.

Para los efectos de los artículos 1, 4, 7 fracción I, 16 y 17 de la Ley de Navegación y Comercio Marítimos, 79, 106, 107 y 108 del Reglamento de la Ley de Navegación y Comercio Marítimos; y 162, de la Ley Federal de Derechos, se hace constar a solicitud de Dan Bunkering (América) Inc., a través de su representante legal la C. Laura Jiménez O´Farril Gutiérrez de Velasco, que la embarcación o artefacto naval se encuentra inscrita en el Registro Público Marítimo Nacional, con los siguientes datos:

**NOMBRE:** SWIBER ADA

**PROPIETARIO O POSEEDOR:** SWIBER MARINE MÉXICO, S.A. DE C.V.

**MATRÍCULA:** 04023195324

**FOLIO:** 0082-CC-14

**OFICINA REGISTRAL:** OFICINA CENTRAL DE LA CIUDAD DE MÉXICO Y  
OFICINA REGISTRAL DE ISLA DEL CARMEN, CAMPECHE

Derechos Causados \$535.35 pagados el 04 de marzo de 2020, con folio N° 662200000322.

Ciudad de México, a 11 de marzo de 2020.

**ATENTAMENTE**  
**EL DIRECTOR DE REGISTRO Y PROGRAMAS**

  
**LIC. ÁLVARO GUADARRAMA MEJÍA**



**S. C. T.**  
DIRECCIÓN GENERAL  
MARINA MERCANTE  
REGISTRO PÚBLICO MARÍTIMO  
NACIONAL  
OFICINA CENTRAL

V.U. Sol. 1681  
TRM/AMC/mas\*



## **EXHIBIT 2**



# Dan-Bunkering

M/V SWIBER ADA and/or master and/or owners and/or  
charterers and/or managers and/or operators and/or  
Ranger Offshore, Inc.  
10370 Richmond Avenue  
Suite 1000  
Houston, TX 77042  
United States

Invoice No.: 61273  
Date: 09/19/18  
Customer No.: 200337  
Order No.: 65098  
Our ref.: WCL/MAZ  
Page: 1

M/V SWIBER ADA delivered at Kingston- Jamaica 09/11/18

## INVOICE

Description	Quantity :	Unit	Unit Price	USD :	Total USD
MGO 0.10%	479,3377	Cbm.	847.00		405,999.01
Total USD Excl. VAT					405,999.01
VAT % 0.00					0.00
Total					405,999.01
Value on our account on 11/10/18 at the latest.					

Please transfer all payments to:

**Nordea Finland, NY Branch**  
1211 Avenue of the Americas, 23rd floor S.W.I.F.T.: NDEAUS3N  
10036 New York

Account No. 4017293001  
ABA: 026010786  
Reference 61273

For payment later than 11/10/18, an interest of 1.5% per month will be charged.

## **EXHIBIT 3**

**JB TERMINAL (PORT ESQUIVEL) LIMITED**

BILL OF LADING NO. 18/0075

Shipped in apparent good order and condition  
On board the Swiber ada

LOAD PORT: PORT ESQUIVEL

Petroleum Products in Bulk @ 60°F and Exact Quantities

DISCHARGE PORT:

Product Type	Barrels	42 U.S. Gals	Long Tons	Metric Tons
ULTRALOW SULFUR DIESEL	1,919.04	80,600	253,151	257,151

To be delivered at the port or to another place as the vessel can safely get always subject to the orders of the terminal

Or order on payment freight at the rate of FREIGHT PAYABLE AS PER CHARTER PARTY

This shipment is carried under and pursuant to the terms of the charter dated AS PER CHARTER PARTY

And AS PER CHARTER PARTY Between AS PER CHARTER PARTY

Charter, and all terms whatsoever of the said charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in the shipment

In witness whereof the master has signed THREE (3) ORIGINAL Bills of Lading of this tenor and date of which being accomplished the others will be void.

Dated AT PORT ESQUIVEL (PORT ESQUIVEL) LIMITED this 11TH day of SEPTEMBER 2018

Shipper Representative

Master

NO. OF COPIES: 000211512-4  
NO. OF COPIES: 000211514  
NO. OF COPIES: 000211516  
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